Rentals User Terms

Updated: August 11, 2023

Welcome and thank you for your interest in the Zillow Rentals platform ("Rentals Platform"). By using the applications feature, the listings feature, the leases feature, the payments feature, or other features of the Rentals Platform, or by accessing any content provided by any of the Zillow Group, Inc. brands (including Zillow, Trulia, StreetEasy, and HotPads) (collectively, "Zillow"), you agree to these Rental User Terms ("Rental Terms") as well as the Zillow Terms of Use ("Terms of Use"), available at https://www.zillow.com/z/corp/terms/, the Privacy Policy, available at https://www.zillowgroup.com/terms-of-use-privacy-policy/zg-privacy-policy/, the Rentals Listings Quality Policy, available at https://www.zillow.com/z/rentals-network/listings-quality-policy and the Respectful Renting Pledge (the "Respectful Renting Pledge") available at https://www.zillow.com/corp/respectful-renting-pledge/. If you do not agree to these Rental Terms, Terms of Use, the Zillow Privacy Policy or the Respectful Renting Pledge, please do not use the Rentals Platform.

1. The Rentals Platform. The Rentals Platform allows users ("You") consisting of both rental managers ("Rental Managers") and renters ("Renters"), to do various tasks related to rental properties. For example, Rental Managers can publish available properties, accept rental applications, create leases, and set-up ongoing rental payments. Renters can search available properties, contact landlords and property managers, submit rental applications, sign leases, and make rental payments. The Rentals Platform is offered by Zillow as a facilitation service only. In providing the Rentals Platform, Zillow does not act as a broker, property manager, payment processor, legal advisor, money transmitter, payment manager, or credit reporting agency, and does not guarantee any results from using the Rentals Platform. Zillow does not independently verify any Renter or Rental Manager, does not perform credit or background checks and does not make any representations or warranties as to the quality of any Renter or Rental Manager or guarantee any results from any background or credit check. By using the lease builder feature to create and sign a lease, You acknowledge and agree that the laws and regulations that apply to leases are subject to change, and the information contained in a lease or the lease builder platform may not reflect the most current legal developments or comply with local law. Zillow makes no representations or warranties of any kind, express or implied, as to the accuracy or completeness of the information contained in a lease or the lease builder platform. You should consult with a licensed attorney if You have any questions about your local laws or the legal implications of a lease.

2. Zillow Rental Accounts and Verification.

1. To use the Rentals Platform, you must be a registered Zillow user. You agree to only use the Rentals Platform in connection with residential property rental transactions. To use the listing feature of the Rentals Platform you may be required to verify your identity through SMS/text messaging or by phone (See Section 13, Communications). To use certain other features of the Rentals Platform, including the identity verification, credit report, background check, and payment services, you will be required to verify your identity with our third-party vendors.

2. Account Portal License. Rental Managers who use the services are granted a limited, nonexclusive, non-transferable, temporary, non-sublicensable, royalty-free, revocable license to access and use the Zillow Rental Manager Account Portal ("Account Portal") and any associated materials provided by Zillow ("ZRM Materials") solely for Rental Manager's internal business purposes for the properties advertised using the Rentals Platform (the "Permitted Purpose"). Rental Managers may authorize its employees and contractors to access and use Rental Manager's Account Portal and ZRM Materials in accordance with this Agreement ("Authorized Users"). Rental Manager will be responsible for all acts and omissions made by Authorized Users while accessing Rental Manager's Account Portal and ZRM Materials. The license in this section: (i) is subject to the limitations and obligations in this Section 2; and (ii) will automatically terminate in the event of any termination of this Agreement, or as terminated earlier by Zillow. Except for the limited rights expressly granted in this Agreement, Zillow retains all right, title and interest in and to the Account Portal and ZRM Materials, including all related intellectual property rights.

3. Restrictions. Rental Managers will not and will not allow an Authorized User to: (a) allow access to Rental Manager's Account Portal or ZRM Materials by anyone other than Authorized Users; (b) use the Account Portal or ZRM Materials for anything other than the Permitted Purpose, including aggregating or distributing any data or information from the Account Portal or ZRM Materials to be resold or used in combination with any other data; (c) attempt to re-identify or otherwise target individuals included in the aggregate ZRM Materials; (d) reproduce, modify, distribute, display, or otherwise provide access to, create derivative works from, decompile, disassemble, or reverse engineer any portion of the Account Portal, including any ZRM Materials; (e) use the Account Portal or ZRM Materials in violation of this Agreement or any Account Portal policies and guidelines provided to Advertiser by Zillow; or (f) otherwise access or use, or attempt or encourage others to access or use, the Account Portal or ZRM Materials in any manner or for any purpose not expressly permitted by this Agreement.

3. Use of the Rentals Platform. By using the Rentals Platform, you agree to:

1. Use the Rentals Platform in compliance with all applicable laws, and all legal notice and disclosure requirements as provided in Experian, CIC, and Stripe's agreements (as described below), including, without limitation, the Fair Credit Reporting Act and the Fair Housing Act;
2. Comply with the terms of all of Zillow's third-party vendor services (as described below), including Experian, CIC, Stripe Connect, Finicity, and Plaid;
3. Use the Rentals Platform only on your own behalf, and not transmit any information received through the Rentals Platform to third parties;
4. Provide Zillow, upon Zillow's request, with the details of all transactions processed by you through the Rentals Platform;
5. Use the Rentals Platform only in connection with residential properties within the United States, and only using a payment method issued in the United States;
6. Charge a Renter only as legally authorized under a written agreement between you and a Renter;
7. Not use the Rentals Platform to transfer money in violation of any money laundering laws, including the Bank Secrecy Act, or any regulations of the US Treasury's Office of Foreign Assets Control or the Federal Trade Commission;
8. Not attempt to process more than $10,000 in rent payments per month through the Rentals Platform and comply with and not attempt to circumvent any other transaction limits set by Zillow;
9. Not use the income verification service available on the Rental Platform for any purpose other than to assist you in making a housing decision or require a Renter to provide any banking, sensitive financial, or personally identifiable information to you by any means other than through the income verification service;
10. Not add any tax or other surcharge to rent amounts specified in the Rentals Platform;
11. Not submit a request for payment through the Rentals Platform for any fee incurred by a Renter at a time prior to use of the Rentals Platform, or otherwise to settle outstanding debts, or as otherwise prohibited by local laws;
12. Not submit any false or fraudulent information through the Rentals Platform, or otherwise use the Rentals Platform for false or fraudulent purposes;
13. Not rely on any feature of the Rentals Platform in lieu of legal advice from a licensed

attorney;

14. Not use the Rentals Platform to discriminate against anyone based on race, color, national origin, religion, sex, disability, or the presence of children, or decline or treat a Renter differently based on any other class protected by the laws of your state and municipality (e.g., sexual orientation, gender identity, source of income, military status or marital status);

15. Not to share an application created through the Rentals Platform (including any related credit reports or background checks) with any third-party, or otherwise provide any portion of an application outside of the Rentals Platform; and

16. Not attempt to break, or encourage anyone else to break, the above requirements.

4. Payments.

    1. Generally. You may be required to pay fees to access certain features of the Rentals Platform. All fees are in U.S. dollars and are non-refundable. If Zillow changes the fees for all or part of the Rentals Platform, including by adding fees or charges, Zillow will provide you advance notice of those changes. If you do not accept the changes, Zillow may discontinue providing the applicable part of the Rentals Platform to you. Zillow's third-party payment processors will charge the payment method you specified at the time of purchase.

    2. Amounts.

        1. Listings Feature. The listings feature is currently free for Rental Managers. For a fee (a "Listing Fee"), you may choose to upgrade to a premium listing as detailed in the Listing FAQs, available here. By upgrading to a premium listing, you are responsible for paying Zillow the Listing Fee regardless of whether: (a) you are set up to receive contacts via the Rentals Platform; or (b) there are errors in your information, or the listing information displayed on the Rentals Platform. The Listing Fee will be charged immediately upon your upgrade to a premium listing. You agree that any unpaid Listing Fees will accrue interest at the rate of one percent (1%) a week until paid, or the legal maximum, whichever is less. Charges are exclusive of applicable taxes. You are responsible for paying: (a) all taxes and government charges; and (b) reasonable expenses (including collection agency and attorneys' fees) Zillow incurs in collecting unpaid amounts. Before you pay any Listing Fees, you will have an opportunity to review and accept the Listing Fees that you will be charged. All Listing Fees are in U.S. Dollars and are non-refundable. Zillow may change the Listing Fees, or any feature of the Listing application, including by adding additional fees, on a going forward basis at any time. Zillow will charge the payment method you specify at the time of purchase.

You authorize Zillow to charge all sums of Listing Fees described in these Rentals User Terms, for the services you select, to that payment method. You may terminate any listing at any time via the property overview page in the Account Portal. For more information on your termination rights, visit the cancellation section on the frequently asked questions (FAQ) page or email rentalsupport@zillow.com. By using the listings feature to publish your listing, you grant Zillow a worldwide, non-exclusive, perpetual, irrevocable, royalty-free right and license (with the right to sublicense) to host, store, transfer, display, perform, use, reproduce, modify, and distribute any information or photographs submitted with the listing (the "Listing Content"), in whole and in part, in any media formats and through any media channels (now known or hereafter developed). Zillow's use of the Listing Content may be without any compensation to you.

2. Applications Feature. The applications feature is currently free for Rental Managers. Renters pay a set fee as described in the Rentals Platform for 30 days ("Admin Fee"), during which Renter can share their application with any participating Rental Manager on the Rentals Platform. To continue submitting applications, Renters will have to pay an additional Admin Fee for each subsequent 30-day period.

3. Payments Feature. The payments feature is currently free to Rental Managers. Renters pay a set fee for using credit or debit to pay rent as described in the Rentals Platform or can make payment via ACH for free. You will not attempt to use the payments feature to process any payments that are not associated with a rental payment, including any trial or test payments or for payment for any non-residential property, such as commercial lease payments (such amounts will not be refunded). Any charges associated with payment disputes are nonrefundable. For more information on the fees for Renters, visit the payment feature frequently asked questions (FAQ) page.

3. Third-party Payment Facilitators. You authorize Zillow and its third-party processors to charge all fees as described in these Rental Terms, for the Rentals Platform, to your chosen payment method. If you pay any fees, other than the Listing Fee, with a credit card, Zillow's third-party payment processors may seek pre-authorization of your credit card account before your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase. You acknowledge and authorize Zillow's third-party payment processors to charge your credit card when you submit your Listing to the Rentals Platform and for each Renewal Term. The listings and applications features use Chase as a third-party payment processor. The payments feature uses Stripe Connect as a payment processor. Rental Managers using the payments feature are required to set up a Stripe Connect account in order

to receive payments through the Rentals Platform. By making or receiving payments through the Rentals Platform, you grant Zillow and our third-party payment processors the right, power, and authority to act on your behalf to access and transmit your personal and financial information from the relevant institution, and to charge your account in the amounts specified in the Rentals Platform. You agree to your personal and financial information being transferred, stored, and processed by our third-party payment processors.

4. Chargebacks. Except for the Listing Fee, Zillow does not hold any money you transfer through the Rentals Platform and Zillow is not responsible for unsuccessful transmission, sourcing, or use of any funds. If a Renter or Rental Manager's bank or card issuer initiates a reversal, chargeback, or payment dispute of a payment made through the Rentals Platform, you authorize Zillow and our third-party payment processors to reverse or otherwise claim the funds from your account. Zillow may also initiate a reversal, or take other actions we determine to be appropriate, if, in Zillow's reasonable opinion, fraud or abuse of the Rentals Platform has occurred. Additionally, Zillow may choose to implement a "charge back" or "reversal" fee in the case of unsuccessful payment, in which case Zillow will provide you prior notice of the amount to be charged.

5. No Refunds/No Guarantees. Zillow does not provide any refunds and does not guarantee any result using the Rentals Platform, including, but not limited to, receiving an application, an application being accepted, or a Rental Manager electing to accept payments through the Rentals Platform.

6. Additional Fees. As a Rental Manager, you agree not to charge any application or payment processing fee to Renters submitting applications or payments through the Rentals Platform. Additionally, you agree to not charge for any amounts other than a Renter's monthly rent, monthly utilities, deposit, or other amounts as specifically allowed by the Rentals Platform.

5. Third-party Authorizations. By requesting a credit report or background check, you authorize and direct both Experian and CIC to obtain "consumer reports" about you on a recurring basis, including information concerning your character, mode of living, credit history and standing, and criminal records. You understand that Experian will obtain your credit report and credit score(s) and CIC will obtain information about your criminal and eviction history, and that both companies may take steps to verify the information they obtain about you. You understand that no report will be made available to any Rental Manager or other third-party until you receive a copy and are afforded an opportunity to correct any factually inaccurate information and to authorize release to specific Rental Managers or other third parties. You may request a paper copy of your Experian report or

a copy of your CIC background check by contacting Experian or CIC via the contact method listed in Section 6 below.

6. Third-party Terms.

    1. CIC. The applications feature allows Renters to use CIC to request a background check. If you are a Renter requesting a background check in connection with the rental applications feature, you agree to the CIC Background Report Terms of Use available at: https://www.zillow.com/rental-manager/applications/terms/Cic-Terms-of-Use. If you are a Rental Manager using the rental applications feature, you agree to use the background check reports in compliance with law, and agree to the CIC Background Report Terms of Use, available at: https://www.zillow.com/rental-manager/applications/terms/Cic-Terms-of-Use. If you experience issues with your CIC background check, please email compliance@cicreports.com, call 1-888-316-4242, or visit https://www.cicreports.com/consumer-assistance.

    2. Experian. The applications feature allows Renters to use the Experian Connect Service to request a credit report and allows Rental Managers to use the Experian Connect Service to view credit reports. If you use the Experian Connect Service, you agree to the Experian Connect Terms and Conditions, available at https://connect.experian.com/legal/terms.html. If you experience issues with your Experian credit report, or wish to dispute anything on your report, please contact experianconnectsupport@experian.com or visit https://www.experian.com/disputes/main.html.

    3. Finicity. The applications feature allows Renters to provide verification of their income to Rental Managers through Finicity. As Renters and Rental Managers, your use of Finicity's income verification services is subject to the Finicity Corporation End User License Agreement available at https://connect2.finicity.com/assets/html/connect-eula.html. Additionally, when you verify your income through Finicity as a Renter, you agree to the collection, use, and processing of your personal information by Finicity as set forth in the Finicity Privacy Notice, available at https://www.finicity.com/privacy/.

    4. Stripe Connect. The payments feature allows Rental Managers to use Stripe Connect to accept payments from other users, and may include additional processing or other fees detailed when you choose to use Stripe Connect. Your use of Stripe Connect is subject to the Stripe Connected Account Agreement, available at https://stripe.com/us/connect-account/legal. Additionally, by using Stripe Connect, you agree not to use Stripe Connect (and the Rentals Platform generally) for any Prohibited Business purposes, as listed at https://stripe.com/us/prohibited-businesses.

5. Plaid. The payments feature allows you to link your bank account through Plaid for the purposes of making or receiving rental payments. By using Plaid, you agree to your personal and financial information being transferred, stored, and processed by Plaid in accordance with the Plaid Privacy Policy, available at https://plaid.com/legal.

6. Chase. Some of the Services allow you to use Chase to make payments to Zillow. Your use of the Chase payments feature is subject to the Chase Paymentech Privacy Policy, available at: https://www.chasepaymentech.com/.

7. Termination. You may terminate your account at any time by contacting rentalsupport@zillow.com. You may cancel any rent payment not already in process in your account dashboard. If you terminate your account, you remain obligated to pay all outstanding fees, if any, incurred prior to termination relating to your use of the Rentals Platform. If you violate any provision of these Rental User Terms, your permission from Zillow to use the Rentals Platform will terminate automatically. In addition, Zillow may in its sole discretion terminate your account on the Rentals Platform or suspend or terminate your access to the Rentals Platform at any time for any reason, with or without notice, including if: (i) you fail to pay any amount to Zillow when due; (ii) we determine that you pose a financial, reputational or regulatory risk to Zillow or any third party; or (iii) we are required to do so by any third party. Zillow may alter, suspend or discontinue the Rentals Platform or any portion of the Rentals Platform without notice. Any termination by a Renter or Rental Manager of their account will not terminate any underlying agreement entered into between a Renter and Rental Manager, or a Renter or Rental Manager and a third-party, and both Renter and Rental Manager will remain bound by the terms of the underlying agreement between the parties. Zillow will not be bound by the terms of any lease or other agreement entered into between a Renter and Rental Manager and will not be liable for any breach of such agreement by either a Renter or Rental Manager. Zillow will not be liable whatsoever on account of any change to the Rentals Platform or any suspension or termination of your access to or use of the Rentals Platform. Zillow will remove any Listing that it determines in its sole discretion (a) violates any third party's rights; (b) violates the Digital Millennium Copyright Act (you can access the DMCA here); (c) results in the publication of any material that Zillow deems inappropriate; or (d) results in your publication of any content that violates Fair Housing Laws. Zillow will notify you of, and stop charging you the Listing Fee for, any removed Listing. Zillow reserves the right to change these Rental Terms at any time in its sole discretion on a going-forward basis. In the event Zillow changes these Rental Terms, Zillow will make commercially reasonable efforts to provide notice to users (notice by email or posting the updated terms to the Rentals Platform will be deemed sufficient). Any changes will be effective immediately upon posting the revised version of these Rental Terms to Zillow's websites. Your continued use of the Rentals Platform after notice of such changes will constitute acceptance of and agreement to any such changes. You further waive any right you may

have to receive specific notice of such changes to these Rental Terms. You are responsible for regularly reviewing these Rental Terms. In the event that this Agreement is terminated, Zillow will not be obligated to return any material or information to you related to a terminated Listing. Zillow will not have any liability to you or any other person for the removal of information concerning your account or any Listing.

8. Indemnification. You agree to indemnify, defend, and hold harmless Zillow, its affiliates, and their respective directors, officers, employees, and agents from any and all claims and demands made by any third-party due to or arising out of: (a) your access to or use of the Rentals Platform; (b) your breach of these Rental User Terms or the Zillow Terms of Use; (c) your violation of any law or the rights of a third-party; and (d) any dispute or issue between you and any third-party, including any other Renter or Rental Manager user of the Rentals Platform or any third-party vendor; Zillow reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in that case, you agree to corporate with Zillow's defense of that claim.

9. No Warranties. SUBJECT TO THE DISCLAIMER OF WARRANTIES IN THE ZILLOW TERMS OF USE, ZILLOW PROVIDES THE RENTALS PLATFORM "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE," AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU.

10. Limitation of Liability/Exclusive Remedy. IN NO EVENT WILL ZILLOW OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF, BASED ON, OR RESULTING FROM THESE RENTAL TERMS OR YOUR USE OR ACCESS OR INABILITY TO USE OR ACCESS THE RENTALS PLATFORM OR ANY MATERIALS OBTAINED ON OR THROUGH THE RENTALS PLATFORM, WHETHER BASED ON (A) BREACH OF CONTRACT, (B) BREACH OF WARRANTY, (C) NEGLIGENCE, OR (D) ANY OTHER CAUSE OF ACTION, EVEN IF ZILLOW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF ZILLOW AND ANY OF ITS AFFILIATE TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE ANY PORTION OF THE RENTALS PLATFORM OR OTHERWISE UNDER THESE RENTAL TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (I) THE AMOUNT YOU HAVE PAID TO ZILLOW FOR THE RENTALS PLATFORM (NOT INCLUDING ANY RENTAL PAYMENTS TRANSMITTED THROUGH THE RENTALS PLATFORM) IN THE 12 MONTHS PRIOR TO THE EVENTS OR CIRCUMSTANCES GIVING RISE TO THE CLAIMS; OR (II) $100. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL DAMAGES. ACCORDINGLY, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. EACH PROVISION OF THESE RENTAL TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION

OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE AGREEMENT OF THE PARTIES. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS ITS ESSENTIAL PURPOSE.

11. Choice of Law; Disputes. These Rental Terms are governed by the laws of the State of Washington, without giving effect to its conflict of laws provisions. You agree to submit to the personal and exclusive jurisdiction and venue in the state and federal courts sitting in King County, Washington for any and all disputes, claims and actions arising from or in connection with the Rentals Platform or these Rental Terms. Zillow operates the Rentals Platform from our offices in Washington, and we make no representation that the Rentals Platform is appropriate or available for use in other locations.

12. General. You agree not to export from anywhere any part of the Rentals Platform provided to you or any direct product thereof except in compliance with, and with all licenses and approvals required under, applicable export laws, rules and regulations. All Rentals Platform used by the U.S. Government are provided with the commercial license rights described herein. These Rental Terms may only be amended by a written agreement signed by authorized representatives of the parties to these Rental Terms. If any part of these Rental Terms is determined to be invalid or unenforceable, then the invalid or unenforceable provision will be replaced with a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Rental Terms will continue in effect. The section titles in these Rental Terms are solely used for the convenience of the parties and have no legal or contractual significance. Zillow may assign this Agreement, in whole or in part, at any time with or without notice to you. You may not assign these Rental Terms, or assign, transfer or sublicense your rights, if any, in the Rentals Platform. Zillow's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. Except as expressly stated herein, these Rental Terms, and all expressly incorporated agreements, constitute the entire agreement between you and Zillow with respect to the Rentals Platform and supersede all prior or contemporaneous communications of any kind between you and Zillow with respect to the Rentals Platform. The following sections of these Rental Terms shall survive any termination of these Rental Terms: 2 - 14.

13. Communications. The Rental Platform may provide you with web forms, links, or contact information, including phone numbers, that can connect you with Zillow or our third-party vendors. Communications through these methods may be routed through a third-party service ("Communications Service"). Calls may be recorded or monitored for quality assurance and customer service purposes. You will be notified at the beginning of a call if it may be recorded or monitored. You consent to such recording and monitoring by Zillow or the Communications Service. Zillow also uses the Communications Service to track

phone calls and text messages so that Zillow can access certain details about the contact. As part of this process, Zillow and the Communications Service will receive in real time, and store, data about your call or text message, including the date and time of the call or text message, your phone number, and the content of the text message. You consent to these practices by Zillow and the Communications Service. The information is subject to the Privacy Policy.

14. Contact. The Rentals Platform is offered by Zillow, Inc., and its affiliates, located at 1301 Second Avenue, Floor 36, Seattle, WA 98101. You may contact Zillow by sending correspondence to that address or emailing rentalsupport@zillow.com.

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Zillow, Inc. holds real estate brokerage licenses in multiple states. Zillow (Canada), Inc. holds real estate brokerage licenses in multiple provinces.
§ 442-H New York Standard Operating Procedures
§ New York Fair Housing Notice
TREC: Information about brokerage services, Consumer protection notice
California DRE #1522444

Contact Zillow, Inc. Brokerage

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